

BID OPENING
CITY OF SAN JOSE
OFFICE OF THE CITY CLERK

RECEIVED
San Jose City Clerk
City Clerk
2009 DEC 10 P 2:53
Time Stamp

TOTAL BASE BID 950,585

ALT NO. 1 _____

ALT NO. 2 _____

ALT NO. 3 _____

Alt No. 4 _____

Alt No. 5 _____

BID DATE: Thursday, December 10, 2009

Project Manager: Arlene Nakagawara – 535-8350

GUADALUPE RIVER TRAIL REACH 6 PH I

BIDDER NAME: Blossom Valley Constr.

Bond ☒ Cashier's Check _____

Addendums Included ()

YES ☒ NO _____

NonCollusion Affidavit

YES ☒ NO _____

✓

GUADALUPE RIVER TRAIL REACH 6 PHASE 1
(Hwy 280 to Virginia Street)

BID DOCUMENTS

BID OPENING

3:00 P.M.

Thursday, December 10, 2009.

Bidder: Blossom Valley Construction

PROPOSAL TO CITY OF SAN JOSE
FOR
GUADALUPE RIVER TRAIL REACH 6 PHASE 1 –
(HWY 280 TO VIRGINIA STREET)

Name of Bidder:

The representations herein are made under penalty of perjury.

To: The City of San Jose, State of California

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the bidder has thoroughly read and examined and has full knowledge of and understands all the provisions and contents of this proposal and the documents which must be attached hereto, the Plans approved by the Director of Public Works on November 3, 2009, entitled GUADALUPE RIVER TRAIL REACH 6 PHASE 1 and the Specifications approved by the Director of Public Works on November 3, 2009, entitled GUADALUPE RIVER TRAIL REACH 6 PHASE 1 on file in the office of the Director of Public Works of the City of San Jose in City Hall, San Jose, California; that the bidder has thoroughly examined said Plans and Specifications which are on file in the office of the Director of Public Works, and that the bidder has full knowledge of and understands said Plans and Specifications and the requirements thereof; and that the bidder has further read and understands, and has knowledge of the contents of any and all addenda to said Plans and Specifications on file; and that the bidder proposes and agrees, if this proposal is accepted, that the bidder will contract with the City of San Jose, in the form of the copy of the contract on file in the office of the Director of Public Works, to do all the work and furnish all materials specified or referred to in the contract, in the manner and time therein prescribed, and according to the requirements of the City or Director of Public Works as therein set forth, to furnish the contract, bonds and insurance specified in the Specifications, and to do all other things required of the Contractor by the contract; and will take in full payment therefor the following price or unit prices as shown in the Schedule of Quantities on the next page(s).

If the bidder or other interested persons is a corporation, state legal name of corporation, also names of the President, Secretary, Treasurer, and the Manager thereof; if a partnership, state the name of the partnership, if one exists, also the names of all the partners comprising the partnership; if any of the partners are individuals, state the first and last name of every individual in full, if any of the partners are corporations, state for each such corporation, the information required above of corporations; if any of the partners are partnerships, state for each such partnership the information required above of partners; if the bidder or other interested person is a joint-venture, state the name of the joint venture, also names of all joint venturers comprising the joint venture; if any of the joint venturers are individuals, state the first and last name of every individual comprising the joint venture; if any of the joint venturers are corporations, state for each corporation the information required above of corporations; if any of the joint venturers are partnerships, state for each such partnership, the information required above of partners; if bidder or other interested persons is an individual, state first and last names in full.

If bidder is an individual, the bidder's signature shall be placed below; if bidder is an individual, doing business under a fictitious name, the name of the individual followed by the words "doing business under (insert the fictitious name)" shall be set forth above, together with the signature of the individual; if bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers of the corporation, authorized to sign contracts on behalf of the corporation, the corporate title; that is Vice-President, Secretary, etc., should be placed below the name of the officer and the corporate seal affixed; if bidder is a partnership, the legal name of the partnership, if one exists, shall be set forth above, together with the signature of the partner or partners authorize to sign contracts on behalf of the partnership; if any of the partners are corporations, execution for such partners shall be accomplished



**Blossom
Valley
Construction, Inc.**

Main Office • P.O. Box 611537 • San Jose, CA 95161
408.993.0766 • Fax: 408.294.0697

**CERTIFICATION BY SECRETARY
OF CORPORATE RESOLUTION**

At the meeting of the Directors of Blossom Valley Construction, Inc., a corporation
(Legal Company Name)
organized and existing under the laws of the State of California, duly called and held
in accordance with the articles of incorporation and bylaws of the corporation at its office
on September 23, 2009 at which a quorum of the directors was present the following
(Date of Meeting)
resolution was adopted to wit:

Resolving, that Robert Jimenez, President/CFO and/or
(Name of Officer/Title)
Antonio Munoz, Vice President and/or Marguerite Jackson, Secretary,
(Name of Officer/Title)
is/are hereby authorized to sign contracts/agreements in the name of and
on the behalf of Blossom Valley Construction, Inc.
(Legal Company Name)

I, Marguerite Jackson, Secretary of Blossom Valley Construction, Inc., do hereby
(Name) (Legal Company Name)
certify that I am the Secretary of said corporation and that the above is a full, true,
and correct copy of a resolution of the Board of Directors of said corporation, duly
adopted at the meeting held on September 23, 2009 and that said resolution has not
(Date of Meeting)
been revoked or rescinded.

In witness whereof, I have hereunto subscribed by name and affixed the seal
of said corporation.

Date: Sept 23rd, 2009

Marguerite M Jackson
Secretary

**SCHEDULE OF QUANTITIES
FOR
GUADALUPE RIVER TRAIL REACH 6 PHASE 1 - HWY 280 TO VIRGINIA STREET**

ITEM	SPECIFICATION SECTION	DESCRIPTION OF ITEM	TOTAL
1.	10-2	MOBILIZATION	\$ 10,000
2.	10-2	STORM WATER POLLUTION PREVENTION	\$ 65,000 (Fixed Lump)
3.	10-2	EMERGENCY EROSION AND SEDIMENT CONTROL (REVOCABLE)	\$ 25,000 (Fixed Lump Sum)
4.	10-2	UTILITY CONFLICT WORK (REVOCABLE)	\$ 25,000 (Fixed Lump Sum)
5.	10-2	SITE PREPARATION	\$ 76290
6.	10-3	EARTHWORK	\$ 72100
7.	10-4	TRAFFIC CONTROL	\$ 12325
8.	10-5	STORM DRAINAGE SYSTEM	\$ 18700
9.	10-7	IRRIGATION SYSTEM	\$ 11200
10.	10-8	CONCRETE WORK	\$ 317,290
11.	10-9	ASPHALT CONCRETE - TRAIL IMPROVEMENTS	\$ 54850
12.	10-11	ELECTRICAL WORK	\$ 55440
13.	10-14	PLANTING	\$ 16800
14.	10-15	MISCELLANEOUS ITEMS	\$ 796,990.12 206,990.18 6990
15.	10-17	60 CALENDAR DAY MAINTENANCE	\$ 3600
		TOTAL BASE BID AMOUNT (ITEMS 1 THROUGH 15 INCLUSIVE) FOR THE LUMP SUM TOTAL OF:>>>>>>>>>>>	\$ 950,565

NOTE TO BIDDERS:

The Bidder's Bond shall be at least 10% of the TOTAL BID AMOUNT.

in accordance with the requirements set forth above for corporations; if any of the partners are partnerships, execution for such partners shall be accomplished in accordance with the requirements set forth above for partnership; if bidder is a joint-venture, the legal name of the joint venture, if one exists, shall be set forth above for partnerships. If signature is by an agent other than an officer of a corporation, or member of a partnership or a joint venture, a Power of Attorney must be on file with the City Clerk prior to opening bids or submitted with the bid; otherwise, the bid may, at the City's option, be disregarded as non-responsive.

If this proposal shall be accepted and the undersigned shall fail to contract, and to give the Contractor's Bond For Faithful Performance and the Contractor's Payment Bond required by the specifications and contract and by law, and to provide all insurance as required by said contract, within eight (8) days after the bidder has received notice from the City of San Jose, the City may, at its option, determine that the bidder has abandoned his/her contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of San Jose.

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding on contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. Signing this Proposal on the signature portion thereof shall constitute signature of this Statement.

Accompanying this proposal are the following documents completely filled in by the bidder and the same are incorporated herein by reference;

1. Cash, a cashier's check or a certified check made payable to City, or a bidder's bond executed by an admitted surety insurer naming the City as beneficiary, in an amount equal to at least ten percent (10%) of the total amount bid including all alternatives.
2. A "List of Subcontractors".
3. A "Statement of Bidder's Experience".

City may at its option, request additional supplemental information after bid opening.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

The undersigned, as bidder, declares that in listing subcontractors in this bid, I have not discriminated or given any preference to any firm based on race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin. I understand that any such discrimination or preference is in violation of Chapter 4.08 of the Municipal Code.

Execution of the Non-Collusion Affidavit constitutes execution of this Bid Proposal including the above statement of nondiscrimination and, with the exception of the Bidder's Bond or Addenda, if any, no other signatures will be required.

NONCOLLUSION AFFIDAVIT

Project Title: GUADALUPE RIVER TRAIL REACH 6 PHASE 1 being first duly sworn, dispose and says that he/she is President of Blossom Valley Construction, Robert Jimenez.
(print name)

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof the effectuate a collusive or sham bid.

In accordance with Title 23, United States Code, Section 112, the bidder hereby states, under penalty of perjury, that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract. Bidders are cautioned that making a false certification may subject certifier to criminal prosecution.

The undersigned declares under penalty of perjury that the information contained in this proposal and all accompanying documents are true and correct.

Executed on Dec. 10, 2009

Blossom Valley Construction
Legal Company Name

Corporation

Indicate Type of Entity: Sole Proprietorship,
Partnership (General/Limited Partners),
Corporation, Joint Venture, etc.

City Business Lic. No.: 015006406

Expiration Date: 12-31-09

State Contractor Lic. No.: 471202

Classification: A, B, C27, D12, D34

Expiration Date: 3-31-11

Federal I. D. No.: 77-0049776

Address: P.O. Box 611537

San Jose

CA 95161

By: [Signature]
Title: President

Telephone: 408-993-0766

NOTARY

On 12-10-09 before me, Madelon Stout Notary Public, personally appeared Robert Jimenez (name and title of officer) who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

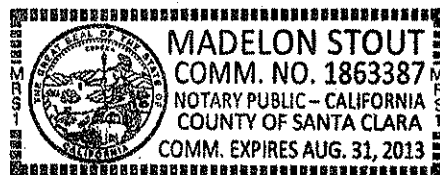
I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Notary Public

(Seal)



BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, BLOSSOM VALLEY CONSTRUCTION, INC. as PRINCIPAL, and LIBERTY MUTUAL INSURANCE COMPANY, a corporation duly organized under the laws of the State of Massachusetts and duly licensed to become sole surety on bonds required or authorized by the State of California, as SURETY, are held and firmly bound unto the City of San Jose (hereinafter called the "City"), in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of San Jose, for the work described below; for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of Ten Percent of Amount Bid DOLLARS (\$ 10% of Bid).

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of San Jose, for certain construction specifically described as follows, for which bids are to be opened in the Office of the City Clerk, City of San Jose, City Hall, 200 E. Santa Clara St., Wing 2nd Fl., San Jose, CA 95113, on Thursday, December 10, 2009 for the GUADALUPE RIVER TRAIL REACH 6 PHASE 1

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed forms, in accordance with the bid, and files a Faithful Performance Bond and a Contractor's Payment Bond, and files the required insurance policies with the City, all as required by the specifications and the contract or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 7th
day of December, 2009.

PRINCIPAL

SURETY

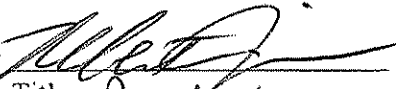
BLOSSOM VALLEY CONSTRUCTION, INC.

LIBERTY MUTUAL INSURANCE COMPANY

Legal Company Name

Legal Company Name

Indicate Type of Entity
Corporation

By 
Title: President
Robert Jimenez

By 
Title: Susan E. Barrett, Attorney-in-Fact

By _____
Title:

By _____
Title:

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures)

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

NIP PHAM, SUSAN E. BARRETT, ALL OF THE CITY OF MOUNTAIN VIEW, STATE OF CALIFORNIA

....., each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **FIFTY MILLION AND 00/100***** DOLLARS (\$ 50,000,000.00*****)** each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 11th day of May, 2009.

LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 11th day of May, 2009, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 7th day of December, 2009.

By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

ACKNOWLEDGMENT

State of California
County of Santa Clara

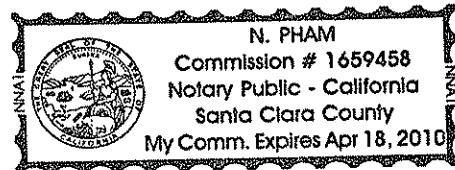
On 12/7/09 before me, N. Pham, Notary Public
(insert name and title of the officer)

personally appeared Susan E. Barrett,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Santa Clara

On 12-9-09 before me, Madelon Stout Notary Public
(Here insert name and title of the officer)

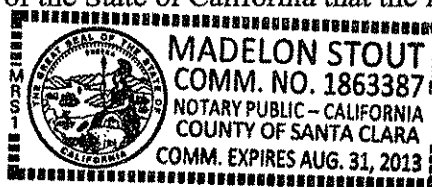
personally appeared Robert Jimenez

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they-, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

LIST OF SUBCONTRACTORS

Designation of Subcontractors as required in Section 2-1.15A of the City of San Jose Standard Specifications, July 1992.

NAME OF SUBCONTRACTOR	LOCATION OF PLACE OF BUSINESS	PORTION (DESCRIPTION) OF WORK
Acabasto Concrete	San Jose	Concrete
Horizon	San Jose	Electric
AAA	Santa Clara	Fence
The Professional Tree Care Co	San Jose	Tree Removal
El Camino Paving	Sunnyvale	Asphalt
Lewis and Tibbatts	San Jose	Storm Drain
Dash Striping	Campbell	Striping

STATEMENT OF BIDDER'S EXPERIENCE

The bidder is required to state below what work of similar magnitude or character the bidder has done, and to give reference that will enable the City Council to judge the bidder's experience, skill and business standing and of the bidder's ability to conduct the bidder's work as completely and as rapidly as required under the terms of the contract.

PROJECT NAME

AGENCY/ENTITY

CONTRACT AMOUNT

See attached - Exhibit A



Blossom Valley Construction, Inc., Public Works Projects - Exhibit A

Job#	Project / Description	Owner / Reference	Engineer & Phone #	Value
29618	San Antonio Medians - Median Landscape	City of Palo Alto	Chris Raftery 650-329-2475	\$ 1,056,900.00
30605	Cumberland School - Sitework	Sunnyvale Sch. Dist.	Rick Navarro 408-264-2000	\$ 374,672.00
30607	Ellis School - Sitework	Sunnyvale Sch. Dist.	Rick Navarro 408-264-2000	\$ 645,950.00
30609	Empire Gardens - Sitework	San Jose Unified School District	Verde Designs 408-985-7200	\$ 279,185.00
30620	West Valley Landscape Corridor	West Valley College	Gogo Heinrich 408-741-2565	\$ 1,155,000.00
28602	Vargas Elementary School	Sunnyvale Sch. Dist.	Rick Navarro 408-264-2000	\$ 1,028,730.00
28600	Berryessa Creek Park	City of San Jose	Jim Bernard 408-535-8351	\$ 508,142.00
24602	Hillstone Park	City of San Jose	Jim Bernard 408-535-8351	\$ 620,050.00
24036	Meadowlands Park	City of Los Banos	Paul Cardoza 209-827-7043	\$ 2,550,133.00
27605	John S. Bryant Park	City of Pittsburgh	Mahita Khalabatri 925-252-4925	472,158.00

STATEMENT OF BIDDER'S EXPERIENCE

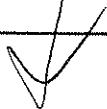
The bidder is required to state below what work of similar magnitude or character the bidder has done, and to give reference that will enable the City Council to judge the bidder's experience, skill and business standing and of the bidder's ability to conduct the bidder's work as completely and as rapidly as required under the terms of the contract.

PROJECT NAME

AGENCY/ENTITY

CONTRACT AMOUNT

See attached - Exhibit A



December 3, 2009

**ADDENDUM NO. 1
TO
THE PLANS AND SPECIFICATIONS
FOR GUADALUPE RIVER TRAIL REACH 6 – PHASE 1**

Notice is hereby given that the following revisions, additions, and/or deletions are hereby made a part of and incorporated into the plans and specifications for the Guadalupe River Trail Reach 6 – Phase 1.

PROJECT SPECIFICATIONS

SPECIAL PROVISIONS:

1. DELETE 3-1.01 C Notice of Intended Award

REPLACE 3-1.01C Notice of Intended Award - If the City intends to award a contract, the City will provide each bidder by hand delivery, fax or e-mail with a written notice indicating to which bidder it intends to award the contract. The City also will post this notice on the Public Works Bid Hotline, along with results of the bid. Irrespective of any changes to the information contained therein (including, without limitation, the identity of the bidder to which the City intends to award the contract), the issuance of any such notice of intended award shall occur only once; however, any such changes will be posted on the Public Works Bid Hotline.

SPECIAL PROVISIONS:

1. DELETE 3-1.01D Protest of Bid Award

REPLACE 3-1.01D Protest of Bid Award - A bidder may protest the City's award of a contract. A protesting bidder shall submit its protest in writing. The protest shall provide a full and complete statement specifying in detail the ground(s) of the protest and the facts supporting the protest.

A protesting bidder shall deliver its written protest to the project manager at the address shown on the front cover of the bid specifications on or before 5 p.m. of the fifth working day following the day upon which the City issued the notice described in Section 3-1.01C.

Bidders are instructed that, irrespective of any changes to the information contained in the notice described in Section 3-1.01C, there is a single protest period, and any and all protests must be delivered by the deadline specified above, regardless of whether or not the protest is directed at the bid of the proposed awardee or at the bid of another bidder. By way of example only, should the City indicate in its notice that it intends to award to the lowest bidder, the third lowest bidder will be required to deliver any protest it may have as to the bid of the second lowest bidder, regardless of whether or not it is also prepared to protest the bid of the lowest bidder.

The procedure and time limits set forth in this section 3-1.01D are mandatory and the bidders' sole and exclusive remedy in the event of protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

SECTION 9 DESCRIPTION OF WORK:

1. **DELETE** all references to "Recycled Aggregate Base"
REPLACE with "Aggregate Base"

SECTION 10 PROJECT CONSTRUCTION SPECIFICATIONS INDEX:

1. **DELETE** "Section 10-6 Recycled Aggregate Base"
REPLACE with "Section 10-6 Aggregate Base"

SECTION 10-1 GENERAL:

1. **DELETE** all references to "Recycled Aggregate Base"
REPLACE with "Aggregate Base"
2. **ADD** the following Section:
10-1.24 Permits: The following permits are attached in the Appendix of the specifications:
Appendix A: Caltrans Encroachment Permit
Appendix B: California Department of Fish and Game Permit
Appendix C: Santa Clara Valley Water District Permit
Appendix D: Storm Water Pollution Prevention Plan (SWPPP)
The Contractor shall comply with all conditions of these permits.

SECTION 10-1.04 PROTECTION OF WORK:

1. **DELETE**: The Contractor shall provide adequate protection of all work until final completion and acceptance. Contractor shall take particular precautions to protect all existing trees and shrubs to remain, existing buildings and structures, underground piping, other facilities, etc. All damaged or disturbed items shall be replaced in kind at the expense of the Contractor prior to acceptance and to the satisfaction of the Engineer.

Contractor shall protect parking lot users from injury and shall limit disruptions to users to the extent possible.

REPLACE WITH:

- A. For the purpose of carrying out the terms and intent of the contract, the Contractor has sole control of the designated site within the Limits of Work for the project.
 - 1) City Access: Allow access for the City and any agents of the City at any and all times.
 - 2) Driveways and Entrances: Keep driveways and entrances serving the premises clear and available to City representatives and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for the placement of materials and equipment.

- B. The Contractor shall provide adequate protection of all work until final completion and acceptance. Contractor shall take particular precautions to protect all existing trees and shrubs to remain, existing buildings and structures, underground piping, other facilities, etc. All damaged or disturbed items shall be replaced in kind at the expense of the Contractor prior to acceptance and to the satisfaction of the Engineer.
- C. Contractor shall protect parking lot users from injury and shall limit disruptions to users to the extent possible.

SECTION 10-1.12.2 SUBMITTALS:

- 1. **DELETE** E. Emergency Call Box

SECTION 10-6 RECYCLED AGGREGATE BASE:

- 1. **DELETE** all references to "Recycled Aggregate Base"
REPLACE with "Aggregate Base"

SECTION 10-6.2 MATERIALS:

- 1. **DELETE** Section 10-6.2.1 and 10-6.2.2 to "Recycled Aggregate Base"
REPLACE with the following:

Section 10-6.2.1 Aggregate base course for P.C.C. paving shall be Class 2, 3/4 inch maximum as per Section 26, "Aggregate Bases", of the Caltrans Standard Specifications.

Section 10-6.2.2 Aggregate base course for A.C. paving shall be Class 2, 3/4 inch maximum, as specified in Section 26, "Aggregate Bases", of the Caltrans Standard Specifications.

- 2. **ADD** the following:
Section 10-6.2.3 Aggregate base course for shoulders, pullouts, and all other applications shall be Class 2, 3/4 inch maximum, as specified in Section 26, "Aggregate Bases", of the Caltrans Standard Specifications.

SECTION 10-9 DESCRIPTION OF WORK:

- 1. **DELETE** all references to "Recycled Aggregate Base"
REPLACE with "Aggregate Base"

SECTION 10-15 DESCRIPTION OF WORK:

- 1. **DELETE** all references to "Recycled Aggregate Base"
REPLACE with "Aggregate Base"

SECTION 10-19 PAY ITEMS

- 1. **DELETE** all references to "Recycled Aggregate Base"
REPLACE with "Aggregate Base"

PROJECT PLANS

THROUGHOUT ALL PROJECT PLANS:

1. **DELETE** all references to "Recycled Aggregate Base"
REPLACE with "Aggregate Base"

SHEETS CG-1 & CG-2:

1. **DELETE** Sheets CG-1 and CG-2
REPLACE with revised Sheets CG-1 and CG-2 as attached

SHEET SS-3:

1. **DELETE** Callout and plan symbol "19.00' LT "R6" STA 14+35.00 CALL BOX, See Detail 2, Sheet SS-7"

SHEET SS-7:

1. **DELETE** Detail 2 – CALL BOX DETAIL

IMPORTANT

INSTRUCTIONS TO BIDDERS:

This addendum should be acknowledged when your bid is submitted. The bidder must sign this addendum in the space provided below and return one signed copy with the bid. The bidder's failure to sign and submit any or all addenda with the bid shall be a cause for rejection of the bid, in compliance with Section 2-1.14 of the City of San Jose, Department of Public Works Standard Specifications, dated July 1992.

Blossom Valley Construction Approved By:
Bidder's Name

[Signature] President
Signature and Title of Bidder

[Signature]
KATY ALLEN
Director
Department of Public Works

Dec. 10, 2009
Date

Attachments